

# **EXHIBIT 1**

**NOTICE OF PROPOSED CLASS ACTION**

**SETTLEMENT**

**You may be eligible for  
compensation and other  
benefits from a class-action  
settlement involving certain  
Samsung top-loading  
washing machines.**

For more information on the proposed  
Settlement, including your rights and  
options, Claim Forms and an Opt-out Form,  
visit [www.\[XXXX\].com](http://www.[XXXX].com) or call 1-XXX-  
XXX-XXXX.

**Do not contact the Court, Samsung, or any retailer  
or servicer for information about the Settlement.**

*In re: Samsung Top-Load Washing Machine  
Marketing, Sales Practices and Products Liability  
Litigation*

Settlement Administrator

P.O. Box xxxx

City, State xxxx-xxxx

<<ScanString>>

Postal Service: Please do not mark barcode

Claim#: XXX - <<AccountID>>-<<NoticeID>>

<<First Name>> <<LastName>>

<<Attention>>

<<Address1>>

<<Address2>>

<<City>>, <<State>>, <<Zip>>

<<Country>>

A Settlement has been reached in class-action lawsuits against Samsung Electronics America, Inc., Samsung Electronics Co., Ltd., Best Buy Co., Inc., The Home Depot, Inc., Lowe's Companies, Inc., and Lowe's Home Centers (collectively, "Defendants") regarding alleged defects in certain Samsung-brand top-loading washing machines ("Washers") that were the subject of a voluntary recall initiated on November 4, 2016 (the "Voluntary Recall"). Plaintiffs allege that the Washers' top can detach from the chassis during operation ("Top-Separation"), and that, in certain Washers, the Washer drain pump can break or detach ("Drain Pump Failure"). Defendants deny all of the allegations and that any of the Washers are defective. Visit [www.\[xxxx\].com](http://www.[xxxx].com) for a complete list of Washers included in the Settlement.

**Who is Included?:** Defendants' records show you may be a Settlement Class Member, which includes residents of the United States and its territories who were original purchasers of a new Washer for household use.

**Settlement Benefits:** Settlement Class Members may be eligible to receive one or more of the following benefits. First, Settlement Class Members who received a Recall Rebate under the Voluntary Recall before [Claims deadline] can request an additional payment equal to the difference between the rebate amount they already received and 15.5% of the Estimated Purchase Price of their Washer ("Enhanced Minimum Recall Rebate"). Second, Settlement Class Members who received a Recall Repair under the Voluntary Recall can request a Recall Repair Additional Benefit consisting of a \$25-\$85 cash rebate for the purchase of a new Samsung microwave or Samsung Major Home Appliance. Third, Settlement Class Members who actually have experienced Top Separation within seven years after purchasing their Washer may receive a full refund of the Washer's purchase price and reimbursement of certain related expenses. Fourth, Settlement Class Members who actually have experienced Drain Pump Failure may receive either repair of the Washer's drain pump or reimbursement of prior Drain Pump Repair Costs and reimbursement of certain related expenses. These benefits are available for Settlement Class Members who experienced Drain Pump Failure in the past or experience Drain Pump Failure before [three years after Notice Date].

**How to Get Benefits:** To receive any Settlement benefits, you **MUST** submit a valid Claim Form online or by mail **no later than** \_\_\_\_\_, 2018.

**Your Rights:** If you do nothing, your rights will be affected but you will not receive any Settlement benefits. If you do not want to be legally bound by the Settlement or receive any Settlement benefits, you must exclude yourself by submitting an Opt-out Form **no later than** \_\_\_\_\_, 2018. Unless you opt-out, you will not be able to sue or continue to sue the Defendants for any claims resolved by this Settlement and released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, you do not opt-out), you may object to it and notify the Court that you or your lawyer intend to appear at the Court's Fairness Hearing. Objections must be filed with the Court and served to Counsel **no later than** \_\_\_\_\_, 2018.

**Fairness Hearing:** The Court will hold a Fairness Hearing at :\_\_\_\_.m. on [date] at the U.S. District Court for the Western District of Oklahoma, 200 NW 4th St., Oklahoma City, OK 73102. At the hearing, the Court will decide whether to approve the settlement; attorneys' fees, costs, expenses, and interest of up to \$6,550,000, and a \$100,000 service award to the Class Representatives. If approved, Defendants will pay these amounts in addition to Settlement benefits.